

74206 the first citizens state bank



December 6, 1983

RECORDATION NO. 14206
Filed 1425

DEC 1 1983 4:25 PM
INTERSTATE COMMERCE COMMISSION

Miss Mildred Lee
Room 2303
Interstate Commerce Commission
12th Constitutional Avenue, N.W.
Washington, D. C. 20423

Re: John A. Zerbel and David C. Williams
Chattel Security Agreement dated March 4, 1983

Dear Miss Lee:

You will recall that I mailed you the original of the above agreement on November 25, 1983, for recording. I have enclosed a photocopy of the same for your information with this correspondence.

Form WBA 410 BUS is a Chattel Security Agreement dated March 4, 1983, wherein the Debtors, John A. Zerbel and David C. Williams, grant a security interest to the First Citizens State Bank of Whitewater, Wisconsin, to collateral which is located at the Intersection of Central Wis. RR Main Line Track and 13th Ave., City of Monroe, Green County, WI. The description of said collateral is contained therein.

Be advised that the business address of the debtors is 4040 North Calhoun Road, Brookfield, WI 53005.

Hopefully, this will answer your questions in regard to this matter, and you will be able to record the document as soon as possible and return the same to me. Thank you for your attention.

Sincerely,

Sharon L. McKenzie
Personal Banker

Enclosure



SINCE 1863 414 / 473-2112
CORNER OF SECOND AND MAIN / WHITEWATER, WISCONSIN 53190

WHITEWATER LAKE BRANCH
Corner of County Trunk P and Kettle Moraine Drive

RECORDATION NO. 14206 14206

DEC 1 1983 12:25 PM

STATE OF WISCONSIN)

ss.

COUNTY OF WALWORTH)

INTERSTATE COMMERCE COMMISSION

I hereby certify that the attached document is a true and correct copy of the Chattel Security Agreement dated March 4, 1983, by John A. Zerbel and David C. Williams to the First Citizens State Bank of Whitewater, Wisconsin.

Sharon L. McKenzie
Sharon L. McKenzie, Personal Banker
First Citizens State Bank of Whitewater

Subscribed and sworn to before
me this 1st day of December, 1983.

Penny L. Walsh
Penny L. Walsh, Notary Public
Walworth County, Wisconsin
My commission expires Oct. 12, 1986.



Business equipment and fixtures (and consumer goods and fixtures, and farm equipment and fixtures, if amount financed exceeds \$25,000), but NOT farm products

(Use only for loans (1) to organizations, or (2) primarily for a business purpose, or (3) when the amount financed exceeds \$25,000)

1. CREATION OF SECURITY INTEREST

The undersigned ("Debtor", whether one or more), grants to **THE FIRST CITIZENS STATE BANK OF WHITEWATER, WI** ("Secured Party") a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

2. DESCRIPTION OF COLLATERAL

Make	Model	Year	Serial No. or Identification No.	Other Reasonable Identification	<input type="checkbox"/> If checked here, description continues on attached sheet.
Building, fixtures and improvements located at the intersection of Central Wis. RR Main Line Track and 13th Ave. in the City of Monroe, Green County, WI, and described as follows: Engine House - Wick metal building having the following description: 40' x 120' x 18'; 2 - 12' x 16' Overhead doors with openers; 2 - 3' x 68 Service doors; 2 - Sets of 100' railroad track; Completely wired; 4 Gas heaters; 1" Styro-foam insulation.					

THIS IS A PURCHASE MONEY SECURITY INTEREST.

and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and all proceeds of the foregoing, and ☐ if checked here, all equipment of the same type or kind hereafter acquired by Debtor, and its proceeds.

3. WARRANTIES

Debtor warrants:

- (a) **OWNERSHIP** — Debtor is the owner of the Collateral free of all liens, encumbrances and security interests (except Secured Party's security interest).
- ☒ (b) **PURCHASE MONEY** — If checked here, the Collateral is being acquired by Debtor with the proceeds of a loan from Secured Party which proceeds will be used for no other purpose.
- (c) **USE AND ADDRESS** — The Collateral is used or bought for use *primarily* for the purpose checked below:
☐ Personal, family or household purposes, or farming operations, and the address of Debtor's residence is shown opposite Debtor's signature.
☒ Business, and the address of Debtor's residence, or if Debtor is a corporation or partnership, Debtor's place of business (or if Debtor has more than one place of business, the address of Debtor's chief executive office) is shown opposite Debtor's signature.
- (d) **LOCATION OF COLLATERAL** — The Collateral will be kept at the address opposite Debtor's signature or, if not, at:
Intersection of Central Wis. RR Main Line Track and 13th Ave., City of Monroe, Green County, WI
(NO. AND STREET) (CITY OR TOWN) (COUNTY) (STATE)
 and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.
- (e) **FIXTURES** — If the Collateral is to be attached to real estate, the legal description of such real estate is:

SEE RIDER ATTACHED

That part of Gov't Lot 1, Section 3, Town 1 North, Range 7 East, City of Monroe, Green County, Wisconsin, bounded and described as follows: Commencing at the point of intersection of the centerline of the Central Wisc. RR main line track with the West right-of-way line of 13th. Ave; thence North along the West line of 13th Ave., 5.00 ft. to the true point of beginning of the lands being described; thence North along the West line of 13th Ave., 57.00 ft.; thence West at right angles to the West line of 13th. Ave., 146.55 ft.; thence South parallel with the West line of 13th Ave. to a point lying 5.00 ft. Northerly of the centerline of the aforementioned main line track; thence Easterly along a line lying 5.00 ft. Northerly of and parallel with the main line track to the point of beginning.

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Signed and Sealed on March 4, 19 83

Address: 4040 North Calhoun Road
SEE SECTIONS 3 (C) AND (D)
Brookfield, WI 53005
 County: Waukesha

John A. Zerbel (SEAL)
 * John A. Zerbel DEBTOR
David C. Williams (SEAL)
 * David C. Williams DEBTOR

* Type or print name signed above.